

Annual Contract Competitive Proposal Request	CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE PURCHASING DIVISION	RESPONSES MUST BE RECEIVED BY: 08/02/16 - 11:00 am CST
TITLE: A16-90900 TEMPORARY LABOR SERVICE FOR BUILDING MAINTENANCE & CONSTRUCTION		RETURN BID TO: PURCHASING DIVISION
FILE NO: A16-03020	<u>Mailing Address:</u> <u>Physical Address:</u> PO Box 1471 222 St. Louis Street Baton Rouge, LA 70821 8th Floor Room 826 Baton Rouge, LA 70802	
AD DATES: 07/12/16 & 07/19/16		
SHIP TO ADDRESS: DPW – Buildings and Grounds 444 St. Louis Street Baton Rouge, LA 70802	Contact Regarding Inquiries: Purchasing Analyst : Dexter Stewart Telephone Number: 225-389-3259 x 323 Email: dsstewart@brgov.com	
VENDOR NAME	MAILING ADDRESS	
REMIT TO ADDRESS	CITY, STATE, ZIP	
TELEPHONE NO.	FAX NO.	E-MAIL
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER	TITLE	
AUTHORIZED SIGNATURE	PRINTED NAME	
QUESTIONS TO BE COMPLETED BY VENDOR: 1. _____ STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER 2. _____ % discount for payment made within 30 days. Discount for payment made in less than 30 days, or less than 1%, or applicable to an indefinite quantity contract will be accepted but not an award consideration. 3. _____ STATE ENUMERATED ADDENDA RECEIVED (IF ANY)		

F.O.B.: DESTINATION - PAYMENT TERMS: NET 30

ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID

The signature on this document certifies that proposer has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, proposer further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation.

No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

PRICING SHEET

ITEM No.	ITEM DESCRIPTION	HOURS ESTIMATED QUANTITIY (YEAR) (NOTE 1)	HOURLY WAGE RATE VENDOR PAYS EMPLOYEE	MARK UP RATE %	HOURLY RATED BILLED TO CITY (NOTE 2)	ITEM TOTAL (BILL RATE)
TEMPORARY LABOR POSITIONS FOR ALL CITY DEPARTMENTS						
0001	Unskilled Workers	500				
0002	Skilled, Carpenters	500				
0003	Skilled, Carpenters Helper	500				
0004	Skilled, Electrician	500				
0005	Skilled, Electrician Helper	500				
0006	Skilled Plumber	500				
0007	Skilled Plumber, Helper	500				
0008	Skilled, Concrete Form Carpenters	500				
0009	Skilled, Painter	500				
0010	Skilled, Concrete Finisher	500				
0011	Semi-Skilled, Mechanics Helper	500				
0012	Maintenance/Custodial	500				
0013	Grounds Worker	500				
TOTAL COST OF ITEMS 0001 TO 0013 \$_____						

NOTE 1: Estimate quantities used to determine estimated Total Costs, and ultimately, the successful bidder.

NOTE 2: The "Hourly Rate Billed to City" is for eight-hour per day, forty-hour per week (straight time). The straight time rate, as set forth above shall be increased by a factor of 1.5 for each hour worked, during a single workweek, in excess of forty hours (overtime), provided the using/ordering City department authorized such excess hour. (Refer to Summary of Work, for complete work requirements/information).

Above, if Skilled Carpenters are paid \$20.00 hour by the Vendor, and the mark up rate to the city was 50%, the entries would be as follows:

HOURLY WAGE RATE VENDOR PAYS EMPLOYEE: \$20.00

MARK UP RATE %: 45

HOURLY RATE BILLED TO CITY: \$29.00 (\$20.00 x 145%)

ITEM TOTAL (BILL RATE): 14,500 (500 x \$29.00)

**CITY OF BATON ROUGE – PARISH OF EAST BATON ROUGE
CITY PARISH FRONT END SPECIFICATIONS FOR**

**BUILDING CONSTRUCTION SERVICES
FOR
CITY PARISH BUILDINGS**

CITY PARISH PROJECT NO. 13-BMC-CP-1001

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DIVISION ONE

SECTION 01100 - SUMMARY OF WORK

PART 1 - GENERAL REQUIREMENTS

1.01 SUMMARY

A . It Is the intent of the following specifications to call for the Contractor to furnish all labor only for general Construction Services throughout all City Parish Facilities

1.02 ADMINISTRATIVE REQUIREMENTS

A The Contractor should carefully read any General Provisions, Special Provisions, and instructions to Bidders contained in other parts of this specification as they govern the work to be performed under this section. Prior to submitting the Bid, the Bidder is encouraged to examine the condition of any existing structure upon which the specified work is to be applied to ensure that such surfaces or components are smooth, clean, dry and otherwise satisfactory for the installation of the specified materials.

B. Should the Contractor discover during the progress of the work, subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract, work shall be **suspended** temporarily, the Project Manager shall be promptly notified, **in writing**, of such unforeseen conditions along with a detailed cost breakdown of work to be done before they are disturbed. The Project Manager will, thereupon, promptly investigate the conditions and, if he finds they do so materially differ and cause an increase or decrease in the cost of, or the time required for performance of the contract, an equitable adjustment will be made and the contract modified accordingly.

1.03 SCOPE OF WORK COVERED BY CONTRACT DOCUMENTS

A. The scope of work shall consist of providing labor only for construction projects needed in all City Parish facilities. Construction crew shall consist of (2) two craftsman skilled in the expertise based on the specific project. Contractor shall furnish all tools, vehicles, etc. needed to complete the assigned projects. Pricing shall be based on an hourly bid per crew. All materials shall be furnished by the Owner. See Appendix A for complete listing of construction fields.

B. The Scope of Work consists of but not limited to the following:

1. Division 2 - Site Construction
2. Division 3 - Concrete
3. Division 4 - Masonry
4. Division 5 - Metals
5. Division 6 -Wood and Plastics
6. Division 7 - Thermal and Moisture Protection
7. Division 8 - Doors and Windows
8. Division 9 - Finishes
9. Division 10 – Specialties
10. Division 11 – Equipment
11. Division 12 – Special Construction

C. Alternates: This Section includes administrative and procedural requirements governing Alternates.

1. Schedule of Alternates: N/A

D. Definitions:

1. Provide: Furnish and install, complete with all necessary accessories, ready for intended use. Pay for all related costs.
2. Approved: Acceptance of item submitted for approval. Not a limitation or release for compliance with the Contract Documents or regulatory requirements. Refer to limitations of 'Approved' in General and Supplementary Conditions.
3. Match Existing: Match existing as acceptable to the Owner.
4. Day. In General Provisions for Construction, a "day" is defined as a calendar day of 24 hours unless described otherwise.

E Intent: Specifications are intended to provide the basis for proper completion of the work suitable for the intended use of the owner. Anything not expressly set forth but which is reasonable implied or necessary for proper performance of the project shall be included.

F. Writing style: Specifications are written in the imperative mode. Except where specifically intended otherwise, the subject of an imperative statement is the Contractor. For example, 'Provide tile' means 'Contractor shall provide tile.'

1.04 GENERAL PROJECT INFORMATION

A. Project Identification:

1. Title: Building Construction Services
2. City Parish Project Number: 13-BMC-CP-1001

B. Owner's Representative and Primary Project Contact:

1. Building Maintenance Division
Terry Blackwell or his assigned Project Manager
4445 St. Louis St, Baton Rouge, LA 70802
Voice: 225--389-3168
Fax: 225-389-3333

1.05 SUBMITTALS

- A. **EBRP Fees:** The following fees will be paid directly by Owner.
- B. **Other Fees and Permits** are to be paid by the Contractor.
- C. **Codes and Regulations:** Comply with applicable codes and regulations of authorities having jurisdiction in the area of construction and access to construction. Submit copies of inspection reports, notices and similar communications to Owner.
- D. **Qualification Data:** The Owner reserves the right to request qualification information from prospective bidders. Bidders shall provide a project list of projects of similar size and complexity, with bid or upon the Owner's request. When requested, the list shall be faxed to the city of Baton Rouge, DPVV Building Maintenance Division at (225) 389-3333 or deliver via email to Dwayne Dufour (DDoufour@brgov.com). The list is to include contact information for each project Owner. Failure to provide this information may result in disqualification of bid.

Schedule: Within ten (10) days of issuance of a Notice to Proceed, the Contractor shall submit a schedule of the Work indicating key dates during the Contract Time including, but not limited to, Shop Drawings prep and submittal, manufacturing time, demolition start and finish, delivery of materials, and completion of Work. The Owner shall be notified immediately of any construction schedule conflicts with the currently allowed days for construction under the attached Agreement

1.06 QUALITY ASSURANCE

- A. **Comply with governing codes and regulations.** Use experienced installers. Deliver, handle and store materials in accordance with manufacturer's instructions.
- B. Crews shall have computer access/email in a mobile format.

1.07 USE OF PREMISES

- A. **General:** Contractor shall have use of premises for construction operations, including use of project site as defined by the Owner and corresponding levee district during construction period.
- B. **Use of Site:** Limit use of premises to work in areas indicated and by any restrictions imposed by the local levee district. Do not disturb portions of project site beyond areas in which the Work is indicated.

1.08 WORK RESTRICTIONS

- A Existing ordinance states the creation of loud and raucous noise by construction work in or adjacent to a residential area other than between the hours of 7:00 a.m. and sunset on weekdays and Saturdays, except in the case of urgent necessity in the interest of public safety for which permission must be obtained from the Director of Public Works. "Construction work" includes but is not limited to the erection, excavation, demolition, alteration, or repair of any building.
- B. On-Site Work Hours: Non-restricted.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Architect Owner not less than five working days in advance of proposed utility interruptions.

1.09 PROJECT CONDITIONS

- A It is the responsibility of the contractor to insure the proper environment necessary for the successful application of all materials listed in this specification.
- B Coordinate delivery and sequence for storage and installation.
- C. All work must be Coordinated with the Owner. Work and access required by other Contractors must be allowed at no additional cost to the Owner.

END OF SECTION

DIVISION 2 – SITE CONSTRUCTION

Painted Pavement Markings
Chain Link Fences and Gates
Parking Bumpers

DIVISION 3 – CONCRETE

Concrete Forms and Accessories
Concrete Reinforcement
Cast-In-Place Concrete
Concrete Finishing
Concrete Finishes

DIVISION 4 – MASONRY

Masonry Mortar and Grout
Cast Stone
Unit Masonry Assemblies
Masonry Veneer
Reinforced Unit Masonry Assemblies
Masonry Restoration and Cleaning

DIVISION 5 – METALS

Cold-Formed Metal Framing
Metal Fabrications
Handrails and Railings
Gratings
Ornamental Metal
Expansion Joint Cover Assemblies

DIVISION 6 – WOOD AND PLASTICS

Framing and Sheathing
Wood Blocking and Curbing
Wood Decking
Finish Carpentry
Custom Cabinets
Wood Veneer Faced Paneling

DIVISION 7 THERMAL AND MOISTURE PROTECTION

Damp-proofing
Fluid-Applied Waterproofing
Board Insulation
Batt Insulation
Exterior Insulation and Finish Systems
Roof Hatches
Fire-Stopping
Joint Sealers

DIVISION 8 – DOORS AND WINDOWS

Custom Steel Doors
Custom Steel Frames
Flush Wood Doors
Stile and Rail Wood Doors
Access Doors and Panels
Overhead Doors
Metal-Framed Storefronts
Automatic Entrance Doors
Revolving Entrance Doors
Rolled Steel Windows
Aluminum Windows
Wood Windows
Door Hardware
Glazing
Mirrors

DIVISION 9 – FINISHES

Non-Load-Bearing Metal Framing System
Furring and Lathing
Portland Cement Plaster
Gypsum Board Assemblies
Tile
Acoustical Ceilings
Wood Flooring – Nailed
Wood Flooring – Adhesive Applies
Resilient Flooring
Carpet Tile
Sheet Carpet
Wall Covering
Stretched Fabric Acoustic Panels
Paints and Coatings
High-Performance Coatings

DIVISION 10 – SPECIALTIES

Visual Display Boards
Metal Toilet Compartments
Plastic Laminate Toilet Compartments
Plastic Toilet Compartments
Wall Louvers
Wall and Corner Guards
Access Flooring
Flagpoles
Interior Signage
Lockers
Fire Extinguishers and Cabinets
Operable Panel Partitions
Accordion Folding Partitions
Toilet, Bath, and Laundry Accessories

CP-SPEC 6

DIVISION 11 - EQUIPMENT

Projection Screens

Dock Bumpers

DIVISION 12 - FURNISHINGS

Manufactured Metal Casework

Floor Mats

Horizontal Louver Blinds

Drapery Track

DIVISION 13 – SPECIAL CONSTRUCTION

Pre-Engineered Buildings

END OF SECTION

CP-SPEC 7

INSTRUCTIONS TO BIDDERS/TERMS & CONDITIONS FOR ANNUAL CONTRACTS

Bidders are urged to promptly review the requirements of these specification, terms and conditions and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications, terms and conditions are clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification, terms and conditions documents will not be considered after bids are opened.

1. Read the entire bid, including all terms and conditions and specifications.
2. This proposal is to establish firm prices for materials supplies and services for the contract period shown. Delivery shall be made or services provided as needed throughout the contract period, or as required by the specification. Quantities, if shown, are estimated only. Smaller or larger quantities may be purchased based upon the needs of the City-Parish. There is no guaranteed minimum quantity.
3. The contract shall be firm through the period indicated on the cover sheet. Upon agreement of both the contractor and the City - Parish, the contract may be extended a second or a third year or other shortened specified time periods. Extension of the contract into the second or third time periods shall be made by letter on or before the expiration of the contract. Extension is only possible if all prices and conditions remain the same.
4. Proposals are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive proposals. Bidders should rely only on advertisements in the local newspaper, and should personally pick up proposals and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259.
5. The contract title, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
6. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 on or before the specified bid opening date and time. Late bids will not be considered under any circumstances.
7. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the city has determined the contractor to be in default, the city reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
8. Except for bids submitted through the www.bidexpress.com on-line bidding site, bids shall be accepted only on proposal forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. The City - Parish will only accept bids from those bidders in whose names the proposal forms and/or specifications were issued. Altered or incomplete proposals, or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection. The entire proposal package, including the specifications and copies of any addenda issued shall be submitted to the Purchasing Division as the bid.
9. All proposals must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.
10. All proposals must be manually signed by a properly authorized party. Failure to do so shall cause the bid to be rejected as non-responsive.
11. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered.

12. If bidding other than specified, sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications. Failure to comply with this request may eliminate your bid from consideration. If requested, literature and/or specifications must be submitted within seven (7) days.
13. Written addenda issued prior to bid opening which modifies the proposal shall become a part of the proposal for bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method.
14. For Printing solicitations, artwork, dies and/or molds shall become the property of the City - Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.
15. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with bid. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
16. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor.
17. The City - Parish reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
18. All bidders should submit with their bid, or have on file with the Purchasing Division, a City - Parish Business Profile Data Form. The Business Profile Data Form is available at the Purchasing Department section of the City of Baton Rouge website, www.brgov.com, or by calling the Purchasing Department at 225-389-3259.
19. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.
20. All Prices bid shall remain in effect for a period of at least sixty (60) days. City - Parish purchases are exempt from state and local taxes.
21. The City - Parish reserves the right to terminate this contract prior to the end of the contract period on twenty-four (24) hours written notice for unsatisfactory performance. Termination under this paragraph shall not relieve either party of any obligation or liability that may have occurred prior to the effective date of termination.
22. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed?

YES ____ NO ____ If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.
23. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.

24. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.
25. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.
26. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.
27. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a-133).
- A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>
28. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
29. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at: <http://brgov.com/dept/purchase/bidresults.asp>.
30. Contractor agrees, upon receipt of written notice of a claim of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the City, its officers, its agents, or its employees.
31. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

FEDERAL CLAUSES, IF APPLICABLE.

I. Remedies for Breach

Bidder acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

II. Termination and Settlement

Bidder acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside of the contractors' control.III.

Access to Records

Bidder acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, US Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

IV. Equal Employment Opportunity

Bidder acknowledges that all contracts shall contain provisions requiring compliance with

E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Dept. of Labor.

V. Copeland "Anti-Kickback" Act

Bidder acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18

U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

VI. Davis-Bacon Act

Bidder acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

VII. Contract Work Hours and Safety Standards Act

Bidder acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

VIII. Rights to Inventions Made Under a Contract or Agreement

Bidder acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms Under Governments Grants, Contracts, and Cooperative Agreements"

IX. Clean Air Act

Bidder acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants

X. Clean Water Act.

The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders, or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities

XI. Energy policy and conservation act

The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163).

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

ADDITIONAL REQUIREMENTS FOR THIS BID

Within the requirement of the scope of services for this bid, there are certain portions of this work that require a license by the contractor licensing board. These types of work include landscaping, such as mulching and pruning of shrubs, or removal of debris not attributed to grass cutting. It has been determined that the scope of work identified result in ninety percent (90%) of work which does not require a license and ten percent (10%) of work that requires a contractor license. If 10% of the total bid cost exceeds \$50,000 a contractor's license is required. In determining whether your total bid cost will require the inclusion of a contractor's license, calculate the total bid cost and multiply by ten percent (10%).

If applicable, contractors must hold an active license issued by the Louisiana State Licensing Board for Contractors and must show their license number on the face of the bid envelope and shall comply with all provisions of State Licensing Law for Contractor, RS 37:2150-2163, as amended, for all public contracts. It shall also be the responsibility of the General Contractor to assure that all subcontractors comply with this law.

1. Contractor, and any sub-contractor, shall comply with all applicable laws, obtain all permits and possess all licenses required in connection with work hereunder.
2. Contractor shall indemnify City-Parish against any and all liens for which City-Parish owned property may become liable as a result of Contractors work hereunder.
3. Before issuance of final payment, the Contractor may be required to submit evidence satisfactory to the City-Parish that all payrolls, material bills, and other indebtedness connected with the work have been paid or otherwise satisfied.
4. All material and workmanship, as applicable, shall be guaranteed for a minimum of one (1) year. Unless provided otherwise by the specification or proposal form. Such guarantee shall include all labor and materials needed to replace any defective workmanship or materials within the guarantee period.
5. The City-Parish reserves the right to add or delete a location. In the event a bid is deleted from the contract, monthly billing will be pro-rated accordingly.
6. Before this contract is acceptable and complete, successful bidder shall clean up and remove from the premise all debris resulting from his work, and shall see to it that all the items furnished are left in good order, clean and properly installed.
7. Bids: unless otherwise specified, a lump sum bid is requested for the work in the specifications.
8. Permits, Licenses, Laws and Taxes: The contractor shall furnish all necessary permits, licenses, and certificates and comply with all laws or ordinances applicable to the locality of the building site and the State of Louisiana.
9. The City-Parish, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees or agents or subcontractors. Nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of the City-Parish, its officers, employees and agents. Accordingly, Contractor shall indemnify and save City-Parish, its officers, employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor, or Contractor's officers, employees, agents or subcontractors.
10. Contractor shall furnish insurance as required on the attached sheet.
11. APPROVAL OF RESULTANT CONTRACT
The contracts, which may result from this solicitation, are subject to approval and shall not be executed until so approved.

GENERAL LABORER

The temporary laborer shall perform general laboring or maintenance tasks for office, department, or work team. Tasks may include moving files, furniture, boxes, etc. from location to another location in the same or another office, building, or facility; loading or unloading trucks.

SPECIAL REQUIREMENTS

- a) The contractor MUST PROVIDE OSHA REQUIRED EQUIPMENT prior to their coming to work such as, safety boots, gloves, vests, safety glasses, ear protection, back belts, and respirators, etc.
- b) Orientation of temporary employees by City department/division staff prior to work assignment shall be at no additional cost to City
- c) Employees paid at least the minimum federal wage.
- d) All medical cost shall be paid by the Contractor.
- e) Contractor shall maintain an active policy on drugs and alcohol in the work place that supports a drug free environment, and be prepared to submit such policy upon City request.
- f) Workers must wear shirts that show a highly visible logo of the company they represent.
- g) Employees, except General Laborers, must have a valid driver's license verified by a Department of Motor Vehicle (DMV), if deemed necessary by the department.
- h) General Laborers without a valid driver's license must have a picture ID from DMV.

CONTRACTOR RESPONSIBILITIES

- a) Ensure employees obtain all necessary licenses and permits.
- b) Provide competent supervision.
- c) Provide competent workers that are knowledgeable of job assignment as well as whom they are to report to. Provide replacement workers within four hours after receipt of call when City determines that an employee is not acceptable. The City reserves the right to reject or to have replaced any performance judged to be deficient by the ordering department/division. Employees are guaranteed to be on the job within two hours after receipt of call non-emergency.
- d) Ensure that employees are in good health, proper physical condition and free from the influence of altering drugs, medicine, alcohol, etc.
- e) Ensure all employees report to work at the specified facility at the scheduled time and in the proper attire. Provide employees with NUMBERED day tickets that consist of a sequential order for billing and tracking purposes.
- f) Understand that each temporary employee shall receive at a minimum, one fifteen-minute break per each four-hour working period and a thirty-minute to one-hour lunch period depending upon the assigned work location.
- g) Understand that once a worker is assigned, the employee shall complete the full assignment unless the City Supervisor releases the employee.
- h) Understand that assigned personnel will be expected to work up to eight hours (straight-time) per day for the time periods specified.
- i) Understand that the "Hourly Rate Billed to City" is for eight-hour per day, forty-hour workweek (straight-time), and the straight-time rate, as set forth in Section 1, shall be increased by a factor of 1.5 for each hour worked, during a single workweek, in excess of forty hours (overtime), provided the using/ordering City department authorized such excess hour.
- j) Understand that when less than eight hours worked compensation is/will be computed in whole and quarter hours.
- k) Understand the contractor is solely responsible for the provision of and payment for any and all workers compensation claims. The City of Baton Rouge does not and will not assume any liability for any worker's compensation claims, injuries or other claims that a temporary employee may file. Such claims shall be the sole responsibility of the contractor.
- l) Employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any person unless said person is an authorized employee of the Contractor. All employees must wear a company uniform, identified with the Company name at all times.

REMOVAL OF VENDOR'S EMPLOYEES

Contractor agrees to utilize only experienced responsible and capable people in the performance of the work. The employee may use tools and materials such as carts and dollies, shovels, and must adhere to all safety precautions relevant to the use of hand and power tools. Employees must have ability to perform strenuous labor under adverse conditions. Ability to perform lifting, carrying, pushing or pulling tasks associated with the specific assignment. Ability to ensure that safe work habits and good engineering practices are observed. Ability to lift, climb, bend and kneel in order to complete assigned tasks. Ability to tolerate working at heights from a ladder or scaffold.

Other Employees

Shall perform task considered to be routine to their particular discipline. These tasks will be performed as instructed by and under the general supervision of City staff.

INDEPENDENT CONTRACTOR STATUS

The parties to this contract are independent contractors, and none of the provisions of this contract shall be interpreted or deemed to create any relationship between such parties other than that of independent contractors. Nothing contained in this contract shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or coventurers between the City and the Contractor, between the City and any employee of the Contractor, or between the Contractor and any employee of the City. The City shall have no right to control or direct the details, manner, or means by which the Contractor performs the services or other requirements of this contract except to require compliance with such requirements, and the Contractor, similarly, shall have no control over or management authority with respect to the City or its operations.

INDEMNIFICATION

- a) The Contractor shall indemnify and hold harmless the City, and its officials, officers, and employees, from and against all claims for infringement of any United States Patent and all other claims, damages, losses, and expenses (including without limitation costs of defending the same and attorney's fees) arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, goods, or equipment (including but not limited to claims regarding defects in materials, goods, or equipment) which is caused in whole or in part by any breach of contract, act, or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- b) In any and all claims against the City, or any of its agents or employees by any employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any Workers' Compensation Act, Disability Benefit Act, or Employee Benefit Act.

PROTECTION OF CITY BUILDINGS, EQUIPMENT, AND VEGETATION

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on City property. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the City, as the Contract Administrator directs. If the Contractor fails or refuses to make such repair or replacement in accordance with such directions, the City may make or contract for such replacement or repair or replacement, and in such event, the Contractor shall be liable to the City for all related cost, which may be deducted from the contract price, and any amounts owed the Contractor. Such failure by the Contractor shall also be deemed a default and shall constitute grounds for termination of this contract, at the option of the City.

TERMINATION

- a) If the Contractor fails to fulfill any of its obligations under this Contract, or otherwise, through no fault of the City, such failure shall be considered a default and shall entitle, but not obligate, the City to suspend performance under or to terminate this Contract, in whole or in part, at the City's discretion, if the Contractor fails to cure such default within thirty (30) days after receipt of a written notice thereof from the City. Furthermore, the City shall have the right to terminate this Contract, in whole or in part, without the Contractor being in default thereunder. Termination shall be effected by delivery to the Contractor of a written notice specifying whether termination is for

the default of the Contractor or for the City's convenience, the extent to which services under this Contract are to be terminated, and the date upon which such termination becomes effective. After receipt of such written notice, and except as otherwise directed in writing by the City, the Contractor shall promptly stop work under this Contract on the date and to the extent specified in the notice, and complete performance of such services as shall not have been terminated by the notice.

- b) In the event of termination of convenience, the City shall pay the Contractor (i)the full amount due for goods satisfactorily delivered and/or services satisfactorily rendered, (ii)approved costs and expenses incurred which remain unpaid at the time of such termination, and (iii)such other costs of termination, if any, as may be mutually agreed by the parties. The City shall have the right to set off against such amounts otherwise owed the Contractor all amounts owed by the Contractor to the City under this Contract or otherwise.

AVAILABILTY OF FUNDS FOR FUTURE FISCAL YEARS

Funds may not be available for performance under this contract beyond December 31 or each year included in this contract. The City's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment nay arise for performance under this contract beyond the above referenced date, until funds are made available before commencing work or making deliveries to ensure funds are appropriated for this contract.

BIDDER'S ORGANIZATION

BIDDER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A CORPORATION

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID MUST COMPLETE THIS FORM.

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____ a corporation organized under the laws of the State of _____ and domiciled in _____ was held this ____ day of _____, 20 ____ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that _____ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and Parish of East Baton Rouge.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly certified.

I, _____, hereby certify that I am the Secretary of _____,

a corporation created under the laws of the State of _____ domiciled in _____;

that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the _____ day of _____, 20____, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This _____ day of _____, 20____.

SECRETARY

AGREEMENT

THIS AGREEMENT, made and entered into at Baton Rouge, Louisiana, effective the _____ day of _____, 20____, by and between the City of Baton Rouge and Parish of East Baton Rouge (herein after called "Owner") and _____ (herein after called "Contractor").

The Contractor shall perform all work required by the Contract Documents for the following services:

Annual Contract Number and Title _____

Contract Period _____

1. The following Contract Documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full:
 - A. Bid Documents complete with terms and conditions
 - B. The Contractor's Proposal with all attachments.
 - C. The Specifications
 - D. The following enumerated addenda:
2. No amendment to this Contract shall be made except upon the written consent of the parties.
3. Insurance and Indemnity requirements shall conform to those stated in the specifications.
4. Contractor shall be paid an amount based on the attached Exhibit A:
5. Right to Audit/Records Retention. The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract. Louisiana Revised Statute 44:36 Preservation of Records states that public records shall be preserved and maintained for a period of at least (3) three years from the date on which the public record was made.
6. Payment terms for services will be Net 30 days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

CITY OF BATON ROUGE AND PARISH
OF EAST BATON ROUGE
Owner

WITNESS:

By _____
Melvin L. "Kip" Holden, Mayor-President

WITNESS:

Contractor

By _____

(Typed Name)

(Typed Title)

CONTRACTOR'S AND SUB CONTRACTOR'S INSURANCE

Contractor and any subcontractor shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work. Contractor shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Contractor is responsible for assuring that its subcontractors meet these insurance requirements.

A Commercial General Liability on an occurrence basis as follows:

General Aggregate	\$2,000,000
Products-Comp/Op Agg	\$ 1,000,000
Personal & Adv Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage (Any one fire)	\$ 50,000
Med Exp	\$ 5,000

B. Business Auto Policy

Any Auto, or Owned,	Combined Single Limit
Non-Owned & Mired	\$300,000

C. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.

D. The City of Baton Rouge and Parish of East Baton Rouge must be named as additional insured on all general liability policies described above.

E. Waiver of subrogation in favor of City of Baton Rouge and Parish of East Baton Rouge, is required from Workers Compensation Insurer.

F. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

G. The Certificate Holder should be shown as:

City of Baton Rouge and Parish of East Baton Rouge
Attn: Purchasing Division
Post Office Box 1471
Baton Rouge, Louisiana 70821